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IN THE HIGH COURT OF DELHI AT NEW DELHI

ARB.P. 2097/2025

**INDIAN RAILWAY CATERING AND TOURISM
CORPORATION**

.....Petitioner

Through: Mr. Sunil Goyal and Ms. Happy
Kumari, Advs.

versus

MS KAPOOR TENT HOUSE AND CATERERSRespondent

Through: Mr. Akshat Bajpai, Mr. Shobit
Trehan, Ms. Renuka Parmanand, Ms.
Vedika Dalmia, Mr. Atul Pandey and
Ms. Jayashree Mishra, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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10.02.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act) whereby the petitioner seeks appointment of an Arbitrator to adjudicate the dispute between the parties under the agreement for Operation, Maintenance and Provision of Catering Services through Jan Aahar at Jaipur Railway Station for a period of five years, which was awarded to the petitioner vide LOA dated 04.08.2021.
2. The agreement provides for resolution of disputes by arbitration. Clause 5.1 of the Agreement is an arbitration clause which reads thus:

"5. ARBITRATION

5.1

a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the



Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-XIV. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

In the event of demand made as mentioned herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion. ”

3. A perusal of the arbitration clause shows that venue of the arbitration has been mentioned as New Delhi.

4. The dispute having arisen between the parties, the petitioner invoked arbitration by giving a notice dated 09.09.2024. However, there was no consensus on the names of the Arbitrators proposed by the petitioner.



Accordingly, the present petition was filed by the petitioner under Section 11 of the Act.

5. Notice in the petition was issued *vide* order dated 18.12.2025.

6. Mr. Akshat Bajpai, Advocate enters appearance on behalf of the respondent.

7. He submits that there is no dispute as regards the existence arbitration clause in the agreement. He further submits that he has instructions to state that the matter can be referred to Arbitration.

8. In view of the above, the petition is allowed.

9. Accordingly, the dispute between the parties is referred to arbitration of Mr. Abhishek Mohan Goel, Advocate [Mob. 9172569818].

10. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

11. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

12. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

13. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 10, 2026

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